

**PERFORMANCE AGREEMENT**

Made and entered into by and between

**THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY**

("the City")

(Represented by **Floyd Brink, City Manager**, duly authorised by Municipal Council Resolution)

and

**Christiaan Ehlers**  
("the Executive Director")

**for the financial year: 1 July 2023 to 30 June 2024**

*F. Brink*  
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**1. INTRODUCTION**

- 1.1 The City has entered into a contract of employment with the Executive Director in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Executive Director reporting to the City Manager, to a set of actions that will secure local government policy goals.

**2. PURPOSE OF THIS AGREEMENT**

- 2.1 The parties agree that the purpose of this Agreement is to:
  - 2.1.1 comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties;
  - 2.1.2 specify objectives and targets established for the Executive Director;
  - 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
  - 2.1.4 monitor and measure performance against set targeted outputs;
  - 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to their job;
  - 2.1.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and
  - 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Executive Director in attaining equitable and improved service delivery.

**3. COMMENCEMENT AND DURATION**

- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Executive Director, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.

- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement, with the current City Manager, may terminate on the termination of the City Manager's appointment regardless of the reason for such termination and a new performance agreement may be entered into with a new City Manager.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall be revised.

#### **4. PERFORMANCE OBJECTIVES**

- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Executive Director; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure "A" (scorecard) are set by the City Manager and the Group Performance Audit Committee after consultation with the Executive Director and are based on the Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Executive Director's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

#### **5. PERFORMANCE MANAGEMENT POLICY**

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Executive Director will be required to engage in performing their job.
- 5.2 The Executive Director agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Executive Director accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, City Manager and Executive Director to perform to the standards required.
- 5.4 The Executive Director undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The Executive Director's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's.

**6. EVALUATING PERFORMANCE**

- 6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Executive Director, a Group Performance Audit Committee and Performance Evaluation Panel have been established to assist the City Manager and in the process of evaluating the Performance of the Executive Director.
- 6.2 The performance of the Executive Director in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

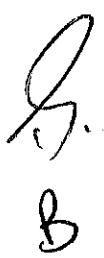
First quarter : July – September

Second quarter : October – December

Third quarter : January – March

Fourth quarter : April - June

- 6.3 The Executive Director must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Executive Director's review in absentia and the outcome of the review is final.



- 6.4 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Executive Director at least twice a year.
- 6.5 The City Manager shall ensure that a record is kept of the mid-year review and final review sessions.
- 6.6 Performance feedback shall be based on the assessment of the Executive Director's performance by the City Manager and Group Performance Audit Committee, as well as the Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Executive Director will be consulted before any such change is made.
- 6.8 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Executive Director performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

## **7. OBLIGATIONS OF EMPLOYER**

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Executive Director to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Executive Director delegate such powers reasonably required by the Executive Director to enable them to meet the performance objectives and targets established in terms of the agreement; and
- 7.5 Make available to the Executive Director such resources as the Executive Director may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of the agreement.

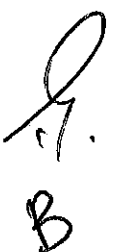
**8. CONSULTATION**

The City Manager agrees to consult the Executive Director timeously in respect of decisions which will have a significant impact on the performance of the duties of the Executive Director.

**9. MANAGEMENT OF OUTCOMES**

- 9.1 The evaluation of the Executive Director's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 A performance bonus not exceeding 14% may be paid to the Executive Director in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.
- 9.3 An increase may be awarded to the Executive Director in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Executive Director be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.
- 9.4.1 However, should the Executive Director not be entitled to a performance bonus in line with the Executive Director's employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Executive Director to improve their performance.
- 9.6 Where the City Manager is, at any time during the Executive Director's employment, not satisfied with the Executive Director's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Executive Director to attend a meeting with the City Manager.
- 9.7 The Executive Director will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Executive Director's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.


**10. DISPUTES**



- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon, and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and their powers, and to submit an agreement in writing to the arbitrator.
- 10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.
- 10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.
- 10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Executive Director shall be bound to the dispute resolution procedures contained herein.
- 10.6 The fact that any dispute has been referred to, or is the subject of an arbitration, as well as any information submitted or furnished to the arbitrator, or in any other matter forming part of the record of any arbitration proceeding, shall be kept confidential by the parties to such proceeding.

**11. GENERAL**

- 11.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" (scorecard) will not be confidential and may be made available to the public by the City, where appropriate.

  
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11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Executive Director in terms of their contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023

For: **THE CITY OF JOHANNESBURG**  
**METROPOLITAN MUNICIPALITY**



\_\_\_\_\_  
**Floyd Brink**  
**City Manager**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023

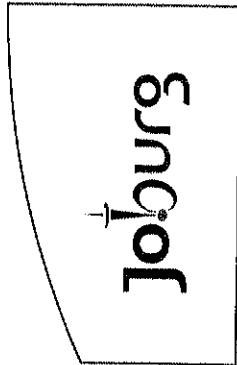


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**Christian Ehlers**  
**Executive Director**

11/08/2023

Witness: \_\_\_\_\_

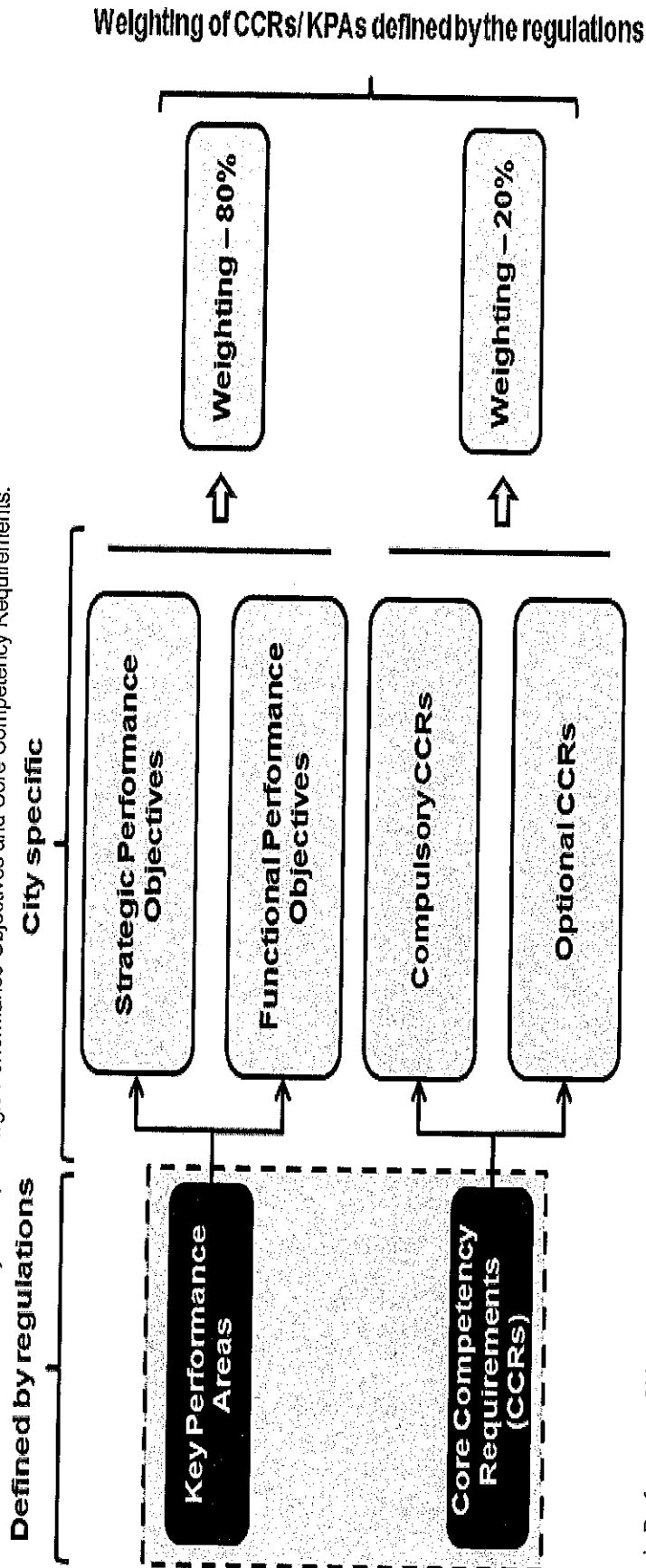
Witness: \_\_\_\_\_



PERFORMANCE SCORECARD: SECTION 57	
<b>Employee:</b>	Christiaan Ehlers: Executive Director
<b>Manager:</b>	Floyd Brink, City Manager
<b>Department:</b>	Environment, Infrastructure and Services Department
<b>Position Purpose:</b>	To provide environmental and infrastructural services through Resource Sustainability Policy, Planning and Regulation, Integrated Infrastructure Planning and Coordination, Monitoring & modelling, Compliance and Enforcement, Environmental Awareness and essential service delivery in terms of Water supply, Sanitation, Power supply and Waste management.
The period of this Performance Plan is from 1 July 2023 to 30 June 2024	

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The individual performance scorecards shall be made up of Key Performance Areas (KPA) (divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)) and Core Competency Requirements (CCR) which shall have a relative weighting of 50%: to 30% to 20% respectively. Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.




Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and cluster-based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard. Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives, and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
<b>SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES</b> TOTAL WEIGHTING = 50%						
1.	Waste management <sup>1</sup>	1.1	% Waste diverted from landfill	18.9%	1= 11% diversion 2= 13% diversion 3= 19% diversion 4= 20% diversion 5= 21% diversion	<ul style="list-style-type: none"> <li>Internal Waste Quarterly Report</li> <li>Sample of data collection</li> </ul>
		1.2	<i>Circular 88/SDBIP</i> % Waste-to-energy plant in operation through a Public Private Partnership (PPP)	TVR1 from National Treasury received	1= 50% - Submission of TVR 2A to National Treasury 2= 75% - Request for Qualification (RFQ) advertised. 3= 100% - Identification of pre-qualifying bidders 4 = 110% - Request for Proposals (RFP) issued to pre-qualified bidders 5 = 120% - Receipt of bids in terms of RFP	<ul style="list-style-type: none"> <li>TVR IIA Submission to National Treasury</li> <li>National Treasury views and recommendations</li> <li>RFQ advert</li> <li>Appointment letter</li> <li>List of identified pre-qualified bidders</li> <li>Issue letter of RFP to pre-qualified bidders</li> <li>Register of bids received in terms of RFP</li> </ul>
		1.3	% operational plant for the treatment and disposal of biodegradable waste	RFP for Appointment of an EPC contractor have been finalised and issued.	1 = 50% - Site occupation and establishment by contractor 2 = 75% - Resizing the design of the pilot biodigester 3. = 100% - Construction commences 4 = 110% - Final scope of feasibility for PPP 5 = 120% - All legislative approvals obtained	<ul style="list-style-type: none"> <li>Appointment of Contractor</li> <li>Progress Reports</li> <li>Scope of feasibility for PPP</li> </ul>
2	Energy	2.1	Total number of energy generated and saved to	New Indicator	1= database of interventions 2< 50 MW (Generated and saved from baseline)	<ul style="list-style-type: none"> <li>Database of interventions</li> </ul>

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 minimization of pollution from waste and air quality management<sup>1</sup>

KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
3	Air Quality monitoring	3.1	mitigate the impact of load-shedding (Energy Mix)  Percentage of AQ monitoring stations providing adequate data over a reporting year <i>Circular 88 indicator</i>	66% of AQ monitoring stations providing adequate data over a reporting year (4 out of 6 operational stations)	3= 50 MW (Generated and saved from baseline) 4= 100 MW 5.= 150 MW  1 = 33% stations reporting adequate data of 75% (2 out of 6 operational stations) 2 = 50% stations reporting adequate data of 75% (3 out of 6 operational stations) 3 = 66.67% stations reporting adequate data of 75% (4 out of 6 operational stations) 4 = 83% stations reporting adequate data of 75% (5 out of 6 operational stations) 5 = 100% stations reporting adequate data of 75% (6 out of 6 operational stations)	<ul style="list-style-type: none"> <li>Signed letter by HoD/CEO etc. confirming energy generated and saved</li> <li>State of Air Quality Report</li> <li>DEA SAAQIS Report</li> <li>List of Operational Stations</li> </ul>
4	Water Biodiversity & Biodiversity	3.2  4.1	Number of days with good air quality measured in the financial year. <i>Circular 88 indicator</i>  Percentage Biodiversity Priority area within the municipality <sup>3</sup> . <i>Circular 88 indicator</i>	New Indicator  38 %	1= 50 days with good air quality 2= 100 days with good air quality 3= 120 with good air quality. (trend for the year) <sup>2</sup> 4= 125 days with good air quality 5= 130 days with good air quality.  1 = 0% land classified as BPAS 2 = 10% 3 = 38% 4 = 1% increase	<ul style="list-style-type: none"> <li>State of Air Quality Report</li> <li>Biodiversity Assessment Report</li> <li>GIS Spatial Layer</li> </ul>

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<sup>2</sup> Determine the trend for the year as baseline.

<sup>3</sup> At the end of annual reporting period


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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
					5 = 1.5% increase of land classified as BPA's	
		4.2	Percentage of Biodiversity Priority areas protected <sup>4</sup> <i>Circular 88 indicator</i>	11%	1 = 0 % priority areas protected 2 = 4% priority areas protected 3 = 11% priority areas protected 4 = 1% increase 5 = 1.5% increase	<ul style="list-style-type: none"> <li>Biodiversity Assessment Report</li> <li>GIS Spatial Layer</li> </ul>
		4.3	Number of inland water samples tested for monitoring purposes <i>Circular 88 indicator</i>	700	1 = 300 water samples tested for monitoring purposes 2 = 600 water samples tested for monitoring purposes (cumulative) 3 = 1200 water samples tested for monitoring purposes (cumulative) 4 = 1300 water samples tested for monitoring purposes (cumulative) 5 = 1400 water samples tested for monitoring purposes (cumulative)	<ul style="list-style-type: none"> <li>Monitoring Plan</li> <li>Quarterly reports</li> </ul>
5	Oversight role	5.1	% Effective oversight of statutory requirements in the provision of basic services. <sup>5</sup>	New indicator	1 = 50% (Regulatory Framework outlining EISD oversight role) 2 = 75% (Conduct one compliance inspection/ assessment per quarter) 3 = 100% (Quarterly Assessment report of each ME's) 4 = 110% (Quarterly Escalation report to Each ME's) 5 = 120% (Engagement and follow up Action)	<ul style="list-style-type: none"> <li>Regulatory Framework</li> <li>Quarterly assessment report</li> <li>Escalation reports</li> <li>Minutes and Registers from engagement meetings</li> </ul>

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<sup>4</sup> The percentage of land classified as priority area, which is protected through some mechanism.

<sup>5</sup> The KPI include oversight role on City Power, Pikitup and Joburg Water

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence
6	Economic sustainability	6.1	Number of EPWP job opportunities created through the departmental projects (Eco Guides <sup>6</sup> ) <sup>7</sup>	118 job opportunities created	1= 20 job opportunities 2= 40 job opportunities 3= 60 job opportunities 4= 80 job opportunities 5= >100 job opportunities	<ul style="list-style-type: none"> <li>• Cumulative participants listing</li> <li>• Certified ID copy</li> <li>• Copy of contract of employment</li> <li>• Attendance register</li> <li>• Proof of payment</li> </ul>
7	Accountability and Governance	7.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	Zero recommendations	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> <li>• GFIS Dashboard of concluded investigations</li> <li>• Copy of concluded investigation report</li> <li>• Acknowledgment of receipt by clients</li> <li>• Implementation plan by clients.</li> <li>• Implementation/status report signed off by HOD/CEO.</li> <li>• Quarterly monitoring report signed off by signed-off by the Head of GFIS</li> </ul>
		7.2	Turnaround times to respond to oversight & advisory committees' requests  GPAC MPAC GAC GRGC S79 Committees	Within approved timelines	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	<ul style="list-style-type: none"> <li>• Tracking sheet of all requests received indicating status of responses signed by secretariat/chairperson.</li> <li>• POCM analysis dashboard</li> </ul>
8	Good Governance	8.1	Audit outcome <sup>8</sup>	Unqualified Audit opinion	1= Adverse Audit report <sup>9</sup> 2= Qualified Audit Report <sup>10</sup> 3= Unqualified without material findings	AG Management Letter

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<sup>6</sup> Jobs will be created from a new project not the Clearing of Alien and Invasive species project which created baseline jobs.

<sup>7</sup> The department to engage and comply with DED guidelines and criteria.

<sup>8</sup> The opinion may be that given for the department/entity where applicable.

<sup>9</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>10</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

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KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
					4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	
		8.2	% Resolution of internal audit findings <sup>11</sup>	100% resolution	1 < 85% resolution 2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		8.3	% Resolution of external (AGSA) audit findings <sup>12</sup>	100% resolution	1 < 85% resolution 2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		8.4	% Compliance with response timelines for the submission of the Annual Performance Report <sup>13</sup>	100% compliance	1 < 90% compliance 2 = 91% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier	GSPCR tracking report signed-off by M&E Unit Head
9	Regional Service Delivery Profile	9.1	% Monitoring of the EISD service delivery profile aligned to Capex and Opex expenditure	New indicator	1= 70% Service Delivery Profile developed and monitored 2= 90% Service Delivery Profile developed and monitored 3= 100% Service Delivery Profile developed and monitored 4= Up to 50% of projects completed 5> 50% of the projects completed	<ul style="list-style-type: none"> <li>Database of projects per region;</li> <li>Quarterly Implementation Reports per region</li> </ul>

**SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES**

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<sup>11</sup> These are findings by internal audit only that are picked up on an ongoing basis.

<sup>12</sup> This is for only findings classified as matters affecting audit opinion and others important matters

<sup>13</sup> Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
1.	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department <sup>14</sup>	100% management of all contracts without incurring and deviations).	1 = contract expired without starting new procurement process 2 = Contract expired while procuring without incurring and deviations 3 = 90% management of all contracts without incurring and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations 15.	<ul style="list-style-type: none"> <li>Status of the Contracts Register</li> <li>Sign-off by the OGCFO</li> </ul>
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	100% compliance with the acquisition plan and all existing contracts in force	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met within 15 days ahead of delivery date 5 = Target met within 1 month ahead of delivery date	<ul style="list-style-type: none"> <li>Approved Acquisition plan</li> <li>Departmental Quarterly Acquisition Status Reports</li> <li>SCM Assessment reports</li> </ul>
		2	UIFW Strategy Implementation	Percentage reduction in historical <b>Unauthorised</b> expenditure reported 30 June 2023	0 - 54% reduction	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%
2	UIFW Strategy Implementation	2.1	Percentage reduction in current and/or new <b>Unauthorised</b> expenditure	Zero UIFW	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	
		2.2	Percentage reduction in historical <b>Irregular</b>	0 - 54% reduction	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75%	
2	UIFW Strategy Implementation	2.3	Percentage reduction in historical <b>Irregular</b>	0 - 54% reduction	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75%	

(TOTAL WEIGHTING = 30%)


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<sup>14</sup> Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.  
<sup>15</sup> New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
			expenditure reported 30 June 2023		4 = 76%- 80% 5 = 81%-85%	
		2.4	Percentage reduction in current and/or new <b>Irregular</b> expenditure	Zero UIFW	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.5	Percentage reduction in historical <b>Fruitless and Wasteful</b> expenditure reported 30 June 2023	0 - 54% reduction	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
		2.6	Percentage reduction in current and/or new <b>Fruitless and Wasteful</b> expenditure	Zero UIFW	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
3.	Risk Management	3.1	% Of risks action plan for departmental top strategic risks implemented towards the reduction of departmental risks	65%	1 < 50% implemented 2 = 51% - 84% implemented 3 = 85% implemented 4 = 95% of departmental top strategic risks implemented 5 = 100% of departmental top strategic risks implemented	GRGC Risk analysis reports and Minutes
4	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved <sup>16</sup>	New indicator	1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved	Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM

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<sup>16</sup> GSPCR will conduct the quarterly departmental SDBIP assessments, create a dashboard escalate poor performance for intervention. The ED will then be measured on the resolution of escalated issues.

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KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
5	Policies	5.1	% Implementation of the key Policies in the department <sup>17</sup>	New indicator	5 = 100% resolved 1 = 50%= Integration of Key Policies into the IDP 2 = 75%= Roadshows and Awareness sessions conducted on the policies on various platforms. 3 = 100% = Completion of the annual report on interventions implemented. 4 = 110%= Progress report to Sub Maycom and Maycom 5 = 120% = Areas of policy to be improved/ strengthened	<ul style="list-style-type: none"> <li>Annual report on interventions implemented.</li> <li>Registers for awareness session(s).</li> <li>Progress report to Sub Maycom.</li> </ul>
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timeliness	15% compliance	1 < 80% Compliance with mSCOA data quality for NT strings submission 2 = 80% Compliance with mSCOA data quality for NT strings submission 3 = 85% Compliance with mSCOA data quality for NT strings submission 4 = 90% Compliance with mSCOA data quality for NT strings submission 5 = 100% Compliance with mSCOA data quality for NT strings submission	Quarterly mSCOA compliance reports
<b>SECTION 3: CORE MANAGERIAL COMPETENCIES</b>						
<b>TOTAL WEIGHTING = 20%</b>						
<b>Financial Competence (Compulsory)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex		1 < 93% Capex spent 2 = 93% - 94% Capex spent 3 = 95% - 97% Capex spent 4 = 98% - 99% Capex spent 5 = 100% Capex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>

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<sup>17</sup> The KPI only include overarching policies/ plans i.e., Environmental Sustainability Strategy & Action Plan and the Climate Action Plan

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
		1.2	% Spent of allocated departmental Opex budget	80%	1 ≤ 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment <sup>18</sup>	89%	1 = 90% of valid invoices paid within 30 days 2 = 92% of valid invoices paid within 30 days 3 = 95% of valid invoices paid within 30 days of invoice date 4 = 97% of valid invoices paid within 30 days 5 = 100% of valid invoices paid within 30 days	<ul style="list-style-type: none"> <li>Midyear and Q4 Finance Reports on UIFWs.</li> </ul>
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills Development	2.1	% Implementation of skills development initiatives for Co.J employees <sup>19</sup>	100%	1 = 80% (Establishment of a Departmental Training Committee) 2 = 90% (Development and sign off a Departmental Workplace Skills Plan) 3 = 100% Implementation of a Departmental Workplace Skills Plan <sup>20</sup> 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees <sup>21</sup>	<ul style="list-style-type: none"> <li>Terms of Reference, Minutes, Agendas for the Training Committee;</li> <li>Signed Compliant WSP</li> <li>Annual Training Reports reflecting status and levels trained.</li> </ul>

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<sup>18</sup> By paying service provider within required 30 days, there will be a reduction or elimination of unnecessary auditing findings which will lead to improved control environment within SCM and City as a whole. Each department must ensure that submission of invoices to Group Finance are not delayed. The Finance Manager must ensure that the invoice meets all requirements and all relevant attachments are submitted with the invoice to avoid it being rejected by the Merchants thereby causing a delay in the payment. The department is liable for this compliance.

<sup>19</sup> Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget. This includes other training initiatives, e.g. ILP and others.

<sup>20</sup> General training to improve skills including Individual Learning Plans trainings.

<sup>21</sup> This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
3	People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>22</sup> in the department	86%	5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees 1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets 5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	<ul style="list-style-type: none"> <li>Assessment report by GCSS</li> </ul>
		3.2	% Establishment of the Departmental Performance Management Moderation Committee	New indicator	1 = < 65% (Draft TORs in place) 2 = 66% - 84% (Approved TORs) 3 = 85% - 100% (Committee members appointed and induction meeting held) 4 = First (or midyear) assessment done 5 = Final assessment done	<ul style="list-style-type: none"> <li>Approved Departmental TOR's</li> <li>Appointment letters</li> <li>Agenda and minutes of meetings</li> </ul>
		3.3	Percentage of disciplinary cases resolved within 120 days <sup>23</sup>	No cases	1 = >75% 2 = 76 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 91 - 100%	<ul style="list-style-type: none"> <li>Appointment letters of Prosecutor and Presiding Officer</li> <li>Disciplinary sanction</li> </ul>
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department <sup>24</sup>	100%	1 = 40% compliance to SHE audits 2 = 60% compliance to SHE audits 3 = 80% - 89% compliance to SHE audits	Quarterly assessment reports by SHELA & FCM tabled at EMT

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<sup>22</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

<sup>23</sup> The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.

<sup>24</sup> This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department

- I. List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
- II. Minutes confirming employees attending SHE Committee meeting
- III. Progress report on the implementation of the recommended corrective measures
- IV. SLA with JPC to address repairs and maintenance matters of the building
- V. List of employees referred to Group SHE for pre-employment medical examination, periodic and exit medical examination
- VI. Reporting of injury on duty cases/claims to COID office within 2 days after the incident

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence Means of Verification
<b>Change Management (optional)</b>						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	80%	4 = 90% - 94% compliance to SHE audits 5 = 95% - 100% compliance to SHE audits	<u>Departmental Level</u> <ul style="list-style-type: none"> <li>Approved Departmental Action Plan;</li> <li>Manco/SMT Minutes</li> <li>Training Manuals &amp; Presentations</li> <li>DEE&amp;SDF and/or Quarterly Staff meetings' minutes &amp; Annual Schedules</li> <li>Signed Quarterly Progress reports</li> </ul> <u>EE Office Level</u> <ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Annual EE Report (EEA2 &amp; EEA4)</li> <li>City Group Quarterly Progress reports by EE Unit tabled at EMT</li> <li>Close out report</li> <li>Training Manuals &amp; Presentations</li> <li>Signed Quarterly Progress reports</li> <li>Recruitment reports</li> </ul>
6	Disability Mainstreaming	6.1	% Attraction of suitably qualified People with Disabilities (PWDs) within	New Indicator	1 = 0% - 19% <sup>30</sup> 2 = 20% - 45% <sup>31</sup> 3 = 46% - 79% <sup>32</sup>	

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- VII. List of employees provided with Personal Protective Equipment
- VIII. Reporting of employees tested positive for COVID-19
- IX. Reporting of employees vaccinated for COVID-19
- X. Confirmation of provision desk screen to maintain social distancing

<sup>26</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.

<sup>28</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

<sup>27</sup> Consulting with the Departmental EE & Skills Development Forum and/or feedback with the general staff members on EE & Skills Development issues. (This includes awareness campaigns and training done in the department)

<sup>28</sup> Training done in line with the employee's upward mobility requirements.

<sup>30</sup> Plan and celebrate annual transformation events e.g., Women's Day, 16<sup>th</sup> Days of Activism against Women and Children Abuse, National Disability Day etc.

<sup>31</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

<sup>32</sup> Awareness creation on Disability to all employees within the department.

<sup>32</sup> 0 - 1% of total staff compliment as an improvement to the minimum 2% Disability target

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